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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FITNESS INTERNATIONAL, LLC) Case No.: 8:22-CV-01800-DOC-DFM

Plaintiff,

-VS-

LEAH ALSPAUGH and DOES 1 through 50, inclusive,

Defendant.

Case No.: 8:22-CV-01800-DOC-DFM

ORDER RE PERMANENT INJUNCTION

25 This matter was called for Trial by jury on May 2, 2023 at 8:30 a.m. in
26 Department 10A of the above-entitled court, The Honorable David O. Carter presiding.
27 Alice Chen Smith, Esq. and Christine DeMetruis, Esq. appeared for Plaintiff, FITNESS

1 INTERNATIONAL, LLC. Defendant LEAH ALSPAUGH appeared *in propria
2 persona.*

3 Having tried the causes of action pending before this Court to unanimous
4 verdict by Jury in favor of Plaintiff, the Court hereby orders as follows as to Plaintiff's
5 action for Injunctive Relief:

6 IT IS HEREBY ORDERED that, defendant LEAH ALSPAUGH, is hereby
7 restrained and enjoined from the following:

- 8 1. Infringing on Plaintiff's federally registered trademarks "L.A. Fitness",
9 "LA Fitness" and "Pro Results";
- 10 2. Making representations to any person or entity, or federal or state agency,
11 that she is the owner, agent, employee, manager, representative of, or has
12 any affiliation with, Plaintiff or any of its brands, including LA Fitness, Pro
13 Results, and Fitness International;
- 14 3. Taking any action, including filing any document, with any federal or state
15 agency or federal or state court in any state, on behalf of or under the name
16 Plaintiff or any of its brands, including LA Fitness, Fitness International,
17 LLC, and Pro Results;
- 18 4. Contacting any of Plaintiff's employees by email, phone or in person;
- 19 5. Impersonating any of Plaintiff's employees;
- 20 6. Maintaining or registering any business under the names "LA Fitness,"
21 "Fitness International", or "Pro Result," or other names that are the same or
22 confusingly similar to Plaintiff and its brands;
- 23 7. Maintaining or registering any business under the names "LA Fitness
24 LLC", "Leah Alspaugh LA Fitness LLC", and "Leah Alspaugh Fitness
25 International", or other names that are the same or confusingly similar to
26 Plaintiff and its brands;

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- 1 8. Using or maintaining any email addresses that contain the names Pro
- 2 Results, LA Fitness, and/or Fitness International, or any confusingly similar
- 3 names;
- 4 9. Maintaining or obtaining any Federal or state employer tax identification
- 5 number under the name of Plaintiff or any of its brands;
- 6 10. Using or attempting to use any corporate or business ID, tax ID, employer
- 7 ID, or any other identification or identification number issued by any
- 8 federal, state or local authority to Fitness or its brands;
- 9 11. Taking any action on behalf of or under the name of Plaintiff or any of its
- 10 brands, including Fitness International, LA Fitness, and/or Pro Results.
- 11 Such prohibited actions include, without limitation,
 - 12 a. Opening or maintaining any bank accounts under the name or on
 - 13 behalf of Plaintiff or its brands,
 - 14 b. Entering into any contracts or agreements, including any lease,
 - 15 vendor or employment agreements, under the name of or on behalf
 - 16 of Plaintiff or its brands,
 - 17 c. Contacting any insurance company or filing any insurance claims
 - 18 under the name of or on behalf of Plaintiff or its brands,
 - 19 d. Taking any employment actions on behalf of Plaintiff or its brands,
 - 20 including but not limited to hiring, terminating or promoting any
 - 21 employees, contacting the payroll department concerning any
 - 22 employees,
 - 23 e. Hiring any third-party vendors on behalf of, under the name or, or to
 - 24 perform any work at any of Plaintiff's facilities, including its
 - 25 corporate offices and its health clubs,
 - 26 f. Contacting or taking any action with respect to the members or
 - 27 memberships of Plaintiff and its brands;

1 12.Using for any purpose any address of Fitness or its brands, including its
2 corporate offices or gym facilities; and
3 13. Entering, or coming within 50 feet, of any of Plaintiff's facilities
4 nationwide, including its gyms and corporate offices.

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6 In addition to the above prohibitions, within 20 (twenty) days from the date of
7 this Permanent Injunction, Defendant LEAH ALSPAUGH shall file with this Court the
8 following:

9 1. Any and all statements for the JP Morgan Chase Bank N.A., bank
10 account opened under the name "LA Fitness LLC", account number
11 915173881;
12 2. Evidence that the JP Morgan Chase Bank N.A., bank account opened
13 under the name "LA Fitness LLC", account number 915173881, has been
14 closed;
15 3. Evidence that any other bank account opened by Defendant LEAH
16 ALSPAUGH under the name "LA Fitness," "Fitness International," or
17 "Pro Results" has been cancelled, or a representation under oath that no
18 other such bank accounts have been opened;
19 4. Evidence that the federal employer identification number, 88-3572623,
20 issued by the Internal Revenue Service on or about August 4, 2022, to
21 "Leah Alspaugh Fitness International" has been cancelled;
22 5. Evidence that the business registration filed with the California Secretary
23 of State under the name "LeahAlspaugh LA Fitness LLC" has been
24 cancelled;
25 6. Evidence that the business registration filed with the California Secretary
26 of State under the name "LA Fitness LLC" has been cancelled;
27 7. Evidence that any other business registration filed by Defendant LEAH
28 ALSPAUGH with the name "LA Fitness," "Fitness International", and

1 “Pro Results”, or any confusingly similar name, has been cancelled, or a
2 representation under oath that no other such business registrations exist;

3 8. A copy of each contract, lease, or other agreement entered into by
4 Defendant LEAH ALSPAUGH under the name “LA Fitness,” “Fitness
5 International”, or “Pro Results”, or any confusingly similar name;
6 9. Evidence that each contract, lease, or other agreement entered into by
7 Defendant LEAH ALSPAUGH under the name “LA Fitness,” “Fitness
8 International”, or “Pro Results”, or any confusingly similar name, has
9 been cancelled.

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11 The terms of this Permanent Injunction take effect immediately, are
12 permanent, and apply throughout North America.

13 The U.S. District Court for the Central District of California shall retain
14 jurisdiction of this matter for the purpose of enabling the parties to apply to the Court
15 at any time for such further orders as may be appropriate for enforcement,
16 interpretation, or modification of this Permanent Injunction. The Court shall have the
17 power to compel enforcement of this stipulated permanent injunction through fines
18 and/or imprisonment.

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22 IT IS SO ORDERED.

23 DATED: May 8, 2023



24 The Honorable David O. Carter
25 United States District Court Judge